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Attorneys for Defendant  
CHICAGO TITLE INSURANCE COMPANY

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

THE BANK OF NEW YORK MELLON  
F/K/A THE BANK OF NEW YORK AS  
SUCCESSOR TO JPMORGAN CHASE  
BANK, NOT INDIVIDUALLY BUT  
SOLELY AS TRUSTEE FOR THE  
HOLDERS OF THE BEAR STEARNS  
ALT-A TRUST 2005-1, MORTGAGE  
PASS-THROUGH CERTIFICATES,  
SERIES 2005-1,

Plaintiff,

vs.

CHICAGO TITLE INSURANCE  
COMPANY,

Defendant.

Case No.: 2:20-cv-00500-JCM-VCF

**STIPULATION AND  
ORDER TO STAY CASE PENDING  
APPEAL AND EXTENDING  
DEADLINE TO RESPOND TO  
COMPLAINT**

**(First Request)**

1 Plaintiff The Bank of New York Mellon F/K/A The Bank of New York as Successor to  
 2 JPMorgan Chase Bank, Not Individually but solely as Trustee for the Holders of the Bear Stearns  
 3 ALT-A Trust 2005-1, Mortgage Pass-Through Certificates Series 2005-1 (“BONY”) and  
 4 defendant Chicago Title Insurance Company (“Chicago Title”) (collectively, the “Parties”), by  
 5 and through their undersigned counsel, stipulate and agree as follows, subject to the approval of  
 6 the District Court:

7 **WHEREAS**, BONY filed this action on March 11, 2020;

8 **WHEREAS**, BONY caused the complaint and summons to be served on Chicago Title on  
 9 March 30, 2020;

10 **WHEREAS**, Chicago Title’s current deadline to respond to the Complaint is April 20,  
 11 2020;

12 **WHEREAS**, there are now currently pending in the United States District Court for the  
 13 District of Nevada more than three dozen actions between national banks, on the one hand, and  
 14 their title insurers, on the other hand (the “Actions”);

15 **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the  
 16 national bank contends, and the title insurer disputes, that a title insurance claim involving an  
 17 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

18 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992  
 19 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9  
 20 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5  
 21 Endorsement (the “Form Policy”);

22 **WHEREAS**, each of the Actions implicates common questions of interpretation of the  
 23 Form Policy;

24 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of  
 25 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*  
 26 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)  
 27 (the “*Wells Fargo II* Appeal”);

**WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the



*Wells Fargo II* Appeal will likely touch upon issues regarding the interpretation of the Form Policy and the reasonableness of the insurer's denial, that could potentially affect the disposition of the other Actions, including the instant action;

**WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant action pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will not prejudice either of the Parties, and that a stay of the instant action will best serve the interests of judicial economy (given the possibility that the Ninth Circuit Court of Appeals' decision on the *Wells Fargo II* Appeal might affect the disposition of this case);

**NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby stipulate and agree as follows:

1. The instant action shall immediately be **STAYED**, pending the disposition of the *Wells Fargo II* Appeal.

2. Chicago Title's deadline to respond to the Complaint is hereby **VACATED**.

3. By entering into this stipulation, Chicago Title do not intend to waive, and expressly reserves, any and all defenses listed in Fed. R. Civ. P. 12(b), including with respect whether it is subject to personal jurisdiction in this forum.

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4. By entering into this stipulation, neither of the Parties is waiving its right to subsequently move the Court for an order lifting the stay in this action.

Dated this 1<sup>st</sup> day of April 2020

EARLY SULLIVAN WRIGHT  
GIZER & McRAE LLP

*/s/--Kevin S. Sinclair*

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CHICAGO TITLE INSURANCE COMPANY

Dated this 1<sup>st</sup> day of April 2020

WRIGHT, FINLAY & ZAK, LLP

*/s/--Lindsay D. Robbins*

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BANK OF NEW YORK AS SUCCESSOR TO  
JPMORGAN CHASE BANK, NOT INDIVIDUALLY  
BUT SOLELY AS TRUSTEE FOR THE HOLDERS  
OF THE BEAR STEARNS ALT-A TRUST 2005-1,  
MORTGAGE PASS-THROUGH CERTIFICATES,  
SERIES 2005-1

**ORDER**

**IT IS SO ORDERED:**

April 15, 2020  
Dated: \_\_\_\_\_

By: *James C. Mahan*  
\_\_\_\_\_  
THE HON. JAMES C. MAHAN  
UNITED STATES DISTRICT JUDGE